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BUSINESS DIVISIONAUG 10 1982 PM '82
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5 Attorneys for Plaintiff
6 SECURITY PACIFIC NATIONAL BANK

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO 368

10 SECURITY PACIFIC NATIONAL)
11 BANK, a national banking)
12 association,)
13 Plaintiff,)
14 v.)
15 CINEMATRONICS, INCORPORATED,)
16 a California corporation,)
16 JIMMIE DALE PIERCE, an)
17 individual, SUSANNE C.)
17 PIERCE, an individual,)
18 and DOES I through XX,)
18 inclusive,)
19 Defendants.)
20 -----)

No. 490399

COMPLAINT FOR BREACH OF
PROMISSORY NOTE; FOR
BREACH OF CONTRACT; FOR
MONEY HAD AND RECEIVED;
FOR MONEY LENT; and
FOR BREACH OF GUARANTY

709 7521 46121 365

21 COMES NOW, Plaintiff SECURITY PACIFIC NATIONAL
22 BANK, a national banking association (hereinafter referred to
23 as "SPNB"), and complains of defendants as follows:

25 PRELIMINARY STATEMENT

26 1. Plaintiff is, and at all time herein mentioned
27 was, a national banking association doing business in San
28 Diego County, California.

1 2. Plaintiff is informed and believes and, upon
2 such information and belief, alleges that Defendant
3 CINEMATRONICS, INCORPORATED, is a corporation duly existing
4 under the laws of the State of California and is, and at all
5 times herein relevant was, doing business in the County of San
6 Diego, State of California.

7 3. Plaintiff is informed and believes and, upon
8 such information and belief, alleges that defendants JIMMIE
9 DALE PIERCE and SUSANNE C. PIERCE are husband and wife and
10 are, and at all times herein mentioned were, residents of the
11 County of San Diego, State of California.

12 4. Plaintiff is informed and believes and, upon
13 such information and belief, alleges that, at all times herein
14 relevant, defendants, and each of them, were the agents of
15 each other and in doing the things herein alleged, were acting
16 within the course and scope of said agency.

17 5. Plaintiff is ignorant of the true names and
18 capacities of defendants sued herein as DOB# I through XX, and
19 therefore sues these defendants by such fictitious names.
20 Plaintiff is informed and believes that each of the ficti-
21 tionally named defendants is responsible in some manner for the
22 occurrences herein alleged and that plaintiff's damages herein
23 alleged were proximately caused by their conduct.

24
25 **FIRST CAUSE OF ACTION**

26 **AGAINST CINEMATRONICS, INCORPORATED,**

27 **FOR BREACH OF PROMISSORY NOTE**

28 6. Plaintiff incorporates Paragraphs 1 through 5

1 herein as though fully set forth at length.

2 7. On or about February 26, 1982, in San Diego
3 County, California, defendant CINEMATRONICS, INCORPORATED,
4 for valuable consideration, made, executed and delivered to
5 SPNB its promissory note in the amount of One Hundred Fifty
6 Thousand Dollars (\$150,000) payable on demand, or if no
7 demand, then on or before May 27, 1982, with interest from
8 date at the rate of .75 percent per annum in excess of SPNB's
9 prime rate as said prime rate may change from time to time,
10 with any changes in said interest rate resulting from a change
11 in the prime rate becoming effective on the date of SPNB's
12 prime rate change. A copy of said promissory note is attached
13 hereto as Exhibit "1" and by this reference incorporated
14 herein.

15 8. On May 27, 1982, CINEMATRONICS, INCORPORATED,
16 defaulted on said promissory note. Despite SPNB's demand for
17 payment by letter dated August 2, 1982, a copy of which is
18 attached hereto as Exhibit "14" and by this reference incorporated
19 herein, as of the date of the filing of this complaint
20 there remains due and owing the principal sum of \$18,693.08
21 plus accrued interest from August 2, 1982.

22 9. The terms of said promissory note provide that
23 in the event legal action is taken to enforce collection
24 thereof, defendants, and each of them, promise to pay all
25 costs of collection including attorneys' fees incurred in the
26 collection of said promissory note. Plaintiff is and has been
27 required to incur expenses and to employ attorneys to enforce
28 collection of said promissory note, all to the damage of the

1 plaintiff, in an amount currently unascertained. Plaintiff
2 will seek leave of court to amend its complaint to assert
3 those amounts when said amounts become fully known.

SECOND CAUSE OF ACTION

AGA INST CINEMATRONICS, INCORPORATED,

FOR BREACH OF PROMISSORY NOTE

8 10. Plaintiff incorporates Paragraphs 1 through 5
9 herein as though fully set forth at length.

11. On or about March 12, 1982, in San Diego
12 County, California, defendant CINEMATRONICS, INCORPORATED,
13 for valuable consideration, made, executed and delivered to
14 SPNB its promissory note in the amount of Fifty Thousand
15 Dollars (\$50,000) payable on demand, or if no demand, then on
16 or before June 14, 1982, with interest from date at the rate
17 of .75 percent per annum in excess of SPNB's prime rate as
18 said prime rate may change from time to time, with any changes
19 in said interest rate resulting from a change in the prime
20 rate becoming effective on the date of SPNB's prime rate
21 change. A copy of said promissory note is attached hereto as
22 Exhibit "2" and by this reference incorporated herein.

12. On June 14, 1982, CINEMATRONICS, INCORPORATED,
22 defaulted on said promissory note. Despite SPNB's demand for
23 payment by letter dated August 2, 1982, a copy of which is
24 attached hereto as Exhibit "14" and by this reference incorpo-
25 rated herein, as of the date of the filing of this complaint
26 there remains due and owing the principal sum of \$50,000 plus
27 accrued interest from August 2, 1982.

1 13. The terms of said promissory note provide that
2 in the event legal action is taken to enforce collection
3 thereof, defendants, and each of them, promise to pay all
4 costs of collection including attorneys' fees incurred in the
5 collection of said promissory note. Plaintiff is and has been
6 required to incur expenses and to employ attorneys to enforce
7 collection of said promissory note, all to the damage of the
8 plaintiff, in an amount currently unascertained. Plaintiff
9 will seek leave of court to amend its complaint to assert
10 those amounts when said amounts become fully known.

11

12 THIRD CAUSE OF ACTION

13

14 AGAINST CINEMATRONICS, INCORPORATED,

15

16 FOR BREACH OF PROMISSORY NOTE

17

18 14. Plaintiff incorporates Paragraphs 1 through 5
19 herein as though fully set forth at length.

20

21 15. On or about March 12, 1982, in San Diego
22 County, California, defendant CINEMATRONICS, INCORPORATED,
23 for valuable consideration, made, executed and delivered to
24 SPNB its promissory note in the amount of Fifty Thousand
25 Dollars (\$50,000) payable on demand, or if no demand, then on
26 or before June 14, 1982, with interest from date at the rate
27 of .75 percent per annum in excess of SPNB's prime rate as
28 said prime rate may change from time to time, with any changes
 in said interest rate resulting from a change in the prime
 rate becoming effective on the date of SPNB's prime rate
 change. A copy of said promissory note is attached hereto as
 Exhibit "3" and by this reference incorporated herein.

1 16. On June 14, 1982, CINEMATRONICS, INCORPORATED,
2 defaulted on said promissory note. Despite SPNB's demand for
3 payment by letter dated August 2, 1982, a copy of which is
4 attached hereto as Exhibit "14" and by this reference incorpo-
5 rated herein, as of the date of the filing of this complaint
6 there remains due and owing the principal sum of \$50,000 plus
7 accrued interest from August 2, 1982.

8 17. The terms of said promissory note provide that
9 in the event legal action is taken to enforce collection
10 thereof, defendants, and each of them, promise to pay all
11 costs of collection including attorneys' fees incurred in the
12 collection of said promissory note. Plaintiff is and has been
13 required to incur expenses and to employ attorneys to enforce
14 collection of said promissory note, all to the damage of the
15 plaintiff, in an amount currently unascertained. Plaintiff
16 will seek leave of court to amend its complaint to assert
17 those amounts when said amounts become fully known.

18

19 FOURTH CAUSE OF ACTION

20 AGAINST CINEMATRONICS, INCORPORATED,

21 FOR BREACH OF PROMISSORY NOTE

22 18. Plaintiff incorporates Paragraphs 1 through 5
23 herein as though fully set forth at length.

24 19. On or about March 12, 1982, in San Diego
25 County, California, defendant CINEMATRONICS, INCORPORATED,
26 for valuable consideration, made, executed and delivered to
27 SPNB its promissory note in the amount of Fifty Thousand
28 Dollars (\$50,000) payable on demand, or if no demand, then on

1 or before June 14, 1982, with interest from date at the rate
2 of .75 percent per annum in excess of SPNB's prime rate as
3 said prime rate may change from time to time, with any changes
4 in said interest rate resulting from a change in the prime
5 rate becoming effective on the date of SPNB's prime rate
6 change. A copy of said promissory note is attached hereto as
7 Exhibit "4" and by this reference incorporated herein.

8 20. On June 14, 1982, CINEMATRONICS, INCORPORATED,
9 defaulted on said promissory note. Despite SPNB's demand for
10 payment by letter dated August 2, 1982, a copy of which is
11 attached hereto as Exhibit "14" and by this reference incorpo-
12 rated herein, as of the date of the filing of this complaint
13 there remains due and owing the principal sum of \$50,000 plus
14 accrued interest from August 2, 1982.

15 21. The terms of said promissory note provide that
16 in the event legal action is taken to enforce collection
17 thereof, defendants, and each of them, promise to pay all
18 costs of collection including attorneys' fees incurred in the
19 collection of said promissory note. Plaintiff is and has been
20 required to incur expenses and to employ attorneys to enforce
21 collection of said promissory note, all to the damage of the
22 plaintiff, in an amount currently unascertained. Plaintiff
23 will seek leave of court to amend its complaint to assert
24 those amounts when said amounts become fully known.

25 . . .
26 . . .
27 . . .
28 . . .

FIFTH CAUSE OF ACTION

AGA INST CINEMATRONICS, INCORPORATED,

FOR BREACH OF PROMISSORY NOTE

22. Plaintiff incorporates Paragraphs 1 through 5
herein as though fully set forth at length.

23. On or about April 9, 1982, in San Diego County, California, defendant CINEMATRONICS, INCORPORATED, for valuable consideration, made, executed and delivered to SPNB its promissory note in the amount of Three Hundred Ninety-one Thousand Five Hundred Dollars (\$391,500) payable on demand, or if no demand, then on or before July 9, 1982, with interest from date at the rate of .75 percent per annum in excess of SPNB's prime rate as said prime rate may change from time to time, with any changes in said interest rate resulting from a change in the prime rate becoming effective on the date of SPNB's prime rate change. A copy of said promissory note is attached hereto as Exhibit "5" and by this reference incorporated herein.

24. On July 9, 1982, CINEMATRONICS, INCORPORATED, defaulted on said promissory note. Despite SPNB's demand for payment by letter dated August 2, 1982, a copy of which is attached hereto as Exhibit "14" and by this reference incorporated herein, as of the date of the filing of this complaint there remains due and owing the principal sum of \$391,500 plus accrued interest from August 2, 1982.

25. The terms of said promissory note provide that in the event legal action is taken to enforce collection thereof, defendants, and each of them, promise to pay all

1 costs of collection including attorneys' fees incurred in the
2 collection of said promissory note. Plaintiff is and has been
3 required to incur expenses and to employ attorneys to enforce
4 collection of said promissory note, all to the damage of the
5 plaintiff, in an amount currently unascertained. Plaintiff
6 will seek leave of court to amend its complaint to assert
7 those amounts when said amounts become fully known.

SIXTH CAUSE OF ACTION

AGA INST CINEMATRONICS, INCORPORATED,

FOR BREACH OF PROMISSORY NOTE

12 26. Plaintiff incorporates Paragraphs 1 through 5
13 herein as though fully set forth at length.

14 27. On or about April 22, 1982, in San Diego
15 County, California, defendant CINEMATRONICS, INCORPORATED,
16 for valuable consideration, made, executed and delivered to
17 SPNB its promissory note in the amount of Two Hundred Fifty-
18 Seven Thousand Eight Hundred Ninety-three and 13/100ths
19 Dollars (\$257,893.13) payable on demand, or if no demand, then
20 on or before July 21, 1982, with interest from date at the
21 rate of .75 percent per annum in excess of SPNB's prime rate
22 as said prime rate may change from time to time, with any
23 changes in said interest rate resulting from a change in the
24 prime rate becoming effective on the date of SPNB's prime rate
25 change. A copy of said promissory note is attached hereto as
26 Exhibit "6" and by this reference incorporated herein.

1 payment by letter dated August 2, 1982, a copy of which is
2 attached hereto as Exhibit "14" and by this reference incorpo-
3 rated herein, as of the date of the filing of this complaint
4 there remains due and owing the principal sum of \$257,893.13
5 plus accrued interest from August 2, 1982.

6 29. The terms of said promissory note provide that
7 in the event legal action is taken to enforce collection
8 thereof, defendants, and each of them, promise to pay all
9 costs of collection including attorneys' fees incurred in the
10 collection of said promissory note. Plaintiff is and has been
11 required to incur expenses and to employ attorneys to enforce
12 collection of said promissory note, all to the damage of the
13 plaintiff, in an amount currently unascertained. Plaintiff
14 will seek leave of court to amend its complaint to assert
15 those amounts when said amounts become fully known.

SEVENTH CAUSE OF ACTION

AGA INST CINEMATRONICS, INCORPORATED,

FOR BREACH OF PROMISSORY NOTE

20 30. Plaintiff incorporates Paragraphs 1 through 5
21 herein as though fully set forth at length.

22 31. On or about April 26, 1982, in San Diego
23 County, California, defendant CINEMATRONICS, INCORPORATED,
24 for valuable consideration, made, executed and delivered to
25 SPNB its promissory note in the amount of Five Hundred Fifty-
26 Seven Thousand One Hundred Thirty-Nine and 38/100ths Dollars
27 (\$557,139.38) payable on demand, or if no demand, then on or
28 before July 26, 1982, with interest from date at the rate of

1 .75 percent per annum in excess of SPNB's prime rate as said
2 prime rate may change from time to time, with any changes in
3 said interest rate resulting from a change in the prime rate
4 becoming effective on the date of SPNB's prime rate change. A
5 copy of said promissory note is attached hereto as Exhibit "7"
6 and by this reference incorporated herein.

7 32. On July 26, 1982, CINEMATRONICS, INCORPORATED,
8 defaulted on said promissory note. Despite SPNB's demand for
9 payment by letter dated August 2, 1982, a copy of which is
10 attached hereto as Exhibit "14" and by this reference incorporated
11 herein, as of the date of the filing of this complaint
12 there remains due and owing the principal sum of \$557,139.38
13 plus accrued interest from August 2, 1982.

14 33. The terms of said promissory note provide that
15 in the event legal action is taken to enforce collection
16 thereof, defendants, and each of them, promise to pay all
17 costs of collection including attorneys' fees incurred in the
18 collection of said promissory note. Plaintiff is and has been
19 required to incur expenses and to employ attorneys to enforce
20 collection of said promissory note, all to the damage of the
21 plaintiff, in an amount currently unascertained. Plaintiff
22 will seek leave of court to amend its complaint to assert
23 those amounts when said amounts become fully known.

24
25 EIGHTH CAUSE OF ACTION

26 AGAINST CINEMATRONICS, INCORPORATED,

27 FOR BREACH OF PROMISSORY NOTE

28 34. Plaintiff incorporates Paragraphs 1 through 5

1 herein as though fully set forth at length.

2 35. On or about April 29, 1982, in San Diego
3 County, California, defendant CINEMATRONICS, INCORPORATED,
4 for valuable consideration, made, executed and delivered to
5 SPNB its promissory note in the amount of Two Hundred Ninety-
6 Nine Thousand Two Hundred Forty-Six and 25/100ths Dollars
7 (\$299,246.25) payable on demand, or if no demand, then on or
8 before July 28, 1982, with interest from date at the rate of
9 .75 percent per annum in excess of SPNB's prime rate as said
10 prime rate may change from time to time, with any changes in
11 said interest rate resulting from a change in the prime rate
12 becoming effective on the date of SPNB's prime rate change. A
13 copy of said promissory note is attached hereto as Exhibit "g"
14 and by this reference incorporated herein.

15 36. On July 28, 1982, CINEMATRONICS, INCORPORATED,
16 defaulted on said promissory note. Despite SPNB's demand for
17 payment by letter dated August 2, 1982, a copy of which is
18 attached hereto as Exhibit "14" and by this reference incorpo-
19 rated herein, as of the date of the filing of this complaint
20 there remains due and owing the principal sum of \$299,246.25
21 plus accrued interest from August 2, 1982.

22 37. The terms of said promissory note provide that
23 in the event legal action is taken to enforce collection
24 thereof, defendants, and each of them, promise to pay all
25 costs of collection including attorneys' fees incurred in the
26 collection of said promissory note. Plaintiff is and has been
27 required to incur expenses and to employ attorneys to enforce
28 collection of said promissory note, all to the damage of the

1 plaintiff, in an amount currently unascertained. Plaintiff
2 will seek leave of court to amend its complaint to assert
3 those amounts when said amounts become fully known.

4
5 NINTH CAUSE OF ACTION

6 AGAINST CINEMATRONICS, INCORPORATED,
7 FOR BREACH OF PROMISSORY NOTE

8 37. Plaintiff incorporates Paragraphs 1 through 5
9 herein as though fully set forth at length.

10 38. On or about May 3, 1982, in San Diego County,
11 California, defendant CINEMATRONICS, INCORPORATED, for valuable
12 consideration, made, executed and delivered to SPNB its
13 promissory note in the amount of Five Hundred and One Thousand
14 Two Hundred Ninety-Five and 50/100ths Dollars (\$501,295.50)
15 payable on demand, or if no demand, then on or before
16 August 2, 1982, with interest from date at the rate of .75
17 percent per annum in excess of SPNB's prime rate as said prime
18 rate may change from time to time, with any changes in said
19 interest rate resulting from a change in the prime rate
20 becoming effective on the date of SPNB's prime rate change. A
21 copy of said promissory note is attached hereto as Exhibit "9"
22 and by this reference incorporated herein.

23 39. On August 2, 1982, CINEMATRONICS, INCORPORATED,
24 defaulted on said promissory note. Despite SPNB's
25 demand for payment by letter dated August 2, 1982, a copy of
26 which is attached hereto as Exhibit "14" and by this reference
27 incorporated herein, as of the date of the filing of this
28 complaint there remains due and owing the principal sum of

1 \$501,295.50 plus accrued interest from August 2, 1982.

2 40. The terms of said promissory note provide that
3 in the event legal action is taken to enforce collection
4 thereof, defendants, and each of them, promise to pay all
5 costs of collection including attorneys' fees incurred in the
6 collection of said promissory note. Plaintiff is and has been
7 required to incur expenses and to employ attorneys to enforce
8 collection of said promissory note, all to the damage of the
9 plaintiff, in an amount currently unascertained. Plaintiff
10 will seek leave of court to amend its complaint to assert
11 those amounts when said amounts become fully known.

12

13 TENTH CAUSE OF ACTION

14 AGAINST CINEMATRONICS, INCORPORATED,
15 FOR BREACH OF PROMISSORY NOTE

16 41. Plaintiff incorporates Paragraphs 1 through 5
17 herein as though fully set forth at length.

18 42. On or about May 26, 1982, in San Diego County,
19 California, defendant CINEMATRONICS, INCORPORATED, for valua-
20 ble consideration, made, executed and delivered to SPNB its
21 promissory note in the amount of Two Hundred Forty-Nine
22 Thousand Seven Hundred Twenty-Two and 75/100ths Dollars
23 (\$249,722.75) payable on demand, or if no demand, then on or
24 before August 24, 1982, with interest from date at the rate of
25 .75 percent per annum in excess of SPNB's prime rate as said
26 prime rate may change from time to time, with any changes in
27 said interest rate resulting from a change in the prime rate
28 becoming effective on the date of SPNB's prime rate change. A

1 copy of said promissory note is attached hereto as Exhibit
2 "10" and by this reference incorporated herein.

3 43. On August 2, 1982, CINEMATRONICS, INCORPO-
4 RATED, defaulted on said promissory note. Despite SPNB's
5 demand for payment by letter dated August 2, 1982, a copy of
6 which is attached hereto as Exhibit "14" and by this reference
7 incorporated herein, as of the date of the filing of this
8 complaint there remains due and owing the principal sum of
9 \$249,722.75 plus accrued interest from August 2, 1982.

10 44. The terms of said promissory note provide that
11 in the event legal action is taken to enforce collection
12 thereof, defendants, and each of them, promise to pay all
13 costs of collection including attorneys' fees incurred in the
14 collection of said promissory note. Plaintiff is and has been
15 required to incur expenses and to employ attorneys to enforce
16 collection of said promissory note, all to the damage of the
17 plaintiff, in an amount currently unascertained. Plaintiff
18 will seek leave of court to amend its complaint to assert
19 those amounts when said amounts become fully known.

20
21 ELEVENTH CAUSE OF ACTION
22 AGAINST CINEMATRONICS, INCORPORATED,
23 FOR BREACH OF PROMISSORY NOTE

24 45. Plaintiff incorporates Paragraphs 1 through 5
25 herein as though fully set forth at length.

26 46. On or about May 28, 1982, in San Diego County,
27 California, defendant CINEMATRONICS, INCORPORATED, for valua-
28 ble consideration, made, executed and delivered to SPNB its

1 promissory note in the amount of Two Hundred Forty-Nine
2 Thousand Seven Hundred Twenty-Two and 75/100ths Dollars
3 (\$249,722.75) payable on demand, or if no demand, then on or
4 before August 26, 1982, with interest from date at the rate of
5 .75 percent per annum in excess of SPNB's prime rate as said
6 prime rate may change from time to time, with any changes in
7 said interest rate resulting from a change in the prime rate
8 becoming effective on the date of SPNB's prime rate change. A
9 copy of said promissory note is attached hereto as Exhibit
10 "11" and by this reference incorporated herein.

11 47. On August 2, 1982, CINEMATRONICS, INCORPO-
12 RATED, defaulted on said promissory note. Despite SPNB's
13 demand for payment by letter dated August 2, 1982, a copy of
14 which is attached hereto as Exhibit "14" and by this reference
15 incorporated herein, as of the date of the filing of this
16 complaint there remains due and owing the principal sum of
17 \$249,722.75 plus accrued interest from August 2, 1982.

18 48. The terms of said promissory note provide that
19 in the event legal action is taken to enforce collection
20 thereof, defendants, and each of them, promise to pay all
21 costs of collection including attorneys' fees incurred in the
22 collection of said promissory note. Plaintiff is and has been
23 required to incur expenses and to employ attorneys to enforce
24 collection of said promissory note, all to the damage of the
25 plaintiff, in an amount currently unascertained. Plaintiff
26 will seek leave of court to amend its complaint to assert
27 those amounts when said amounts became fully known.

**TWELFTH CAUSE OF ACTION
AGAINST CINEMATRONICS, INCORPORATED,
FOR BREACH OF PROMISSORY NOTE**

49. Plaintiff incorporates Paragraphs 1 through 5
herein as though fully set forth at length.

50. On or about June 7, 1982, in San Diego County, California, defendant CINEMATRONICS, INCORPORATED, for valuable consideration, made, executed and delivered to SPNB its promissory note in the amount of Two Hundred Forty-Nine Thousand Seven Hundred Twenty-Two and 75/100ths Dollars (\$249,722.75) payable on demand, or if no demand, then on or before September 7, 1982, with interest from date at the rate of .75 percent per annum in excess of SPNB's prime rate as said prime rate may change from time to time, with any changes in said interest rate resulting from a change in the prime rate becoming effective on the date of SPNB's prime rate change. A copy of said promissory note is attached hereto as Exhibit "12" and by this reference incorporated herein.

51. On August 2, 1982, CINEMATRONICS, INCORPORATED, defaulted on said promissory note. Despite SPNB's demand for payment by letter dated August 2, 1982, a copy of which is attached hereto as Exhibit "14" and by this reference incorporated herein, as of the date of the filing of this complaint there remains due and owing the principal sum of \$249,722.75 plus accrued interest from August 2, 1982.

52. The terms of said promissory note provide that in the event legal action is taken to enforce collection thereof, defendants, and each of them, promise to pay all

1 costs of collection including attorneys' fees incurred in the
2 collection of said promissory note. Plaintiff is and has been
3 required to incur expenses and to employ attorneys to enforce
4 collection of said promissory note, all to the damage of the
5 plaintiff, in an amount currently unascertained. Plaintiff
6 will seek leave of court to amend its complaint to assert
7 those amounts when said amounts become fully known.

THIRTEENTH CAUSE OF ACTION

AGA INST CINEMATRONICS, INCORPORATED,

FOR BREACH OF CONTRACT TO PAY MONEY

12 53. Plaintiff incorporates Paragraphs 1 through 5
13 herein as though fully set forth at length.

14 54. On or about July 8, 1982, SPNB extended an
15 additional Two Hundred Forty-Nine Thousand One Hundred Dollars
16 (\$249,100) to CINEMATRONICS, INCORPORATED, by the terms of an
17 irrevocable letter of credit, a copy of which is attached
18 hereto as Exhibit "13" and by this reference incorporated
19 herein, payable on demand pursuant to the same terms and
20 conditions as those set forth in Exhibits "1" through "12".

21 55. Pursuant to the terms of the agreement whereby
22 SPNB advanced said additional funds, SPNB made demand on
23 CINEMATRONICS, INCORPORATED, on or about August 2, 1982, for
24 payment of said sums plus accrued interest. Despite said
25 demand, the whole of said principal sum plus accrued interest
26 from August 2, 1982, remains due and unpaid.

27 56. The terms of said agreement provide that in the
28 event legal action is taken to enforce collection thereof,

1 defendants, and each of them, promise to pay all costs of
2 collection including attorneys' fees incurred in the collec-
3 tion of said agreement. Plaintiff is and has been required to
4 incur expenses and to employ attorneys to enforce collection
5 of said agreement, all to the damage of the plaintiff, in an
6 amount currently unascertained. Plaintiff will seek leave of
7 court to amend its complaint to assert those amounts when said
8 amounts become fully known.

FOURTEENTH CAUSE OF ACTION

AGA INST CINEMATRONICS, INCORPORATED,

FOR MONEY HAD AND RECEIVED

13 57. Plaintiff incorporates Paragraphs 1 through 5
14 herein as though fully set forth at length.

15 58. Over a period of time beginning in February
16 1982 and continuing up through and including the present time,
17 CINEMATRONICS, INCORPORATED, became indebted to SPNB in the
18 principal sum of Three Million One Hundred Seventy-Four
19 Thousand Thirty-Five and 59/100ths Dollars (\$3,174,035.59)
20 for money had and received from SPNB by CINEMATRONICS,
21 INCORPORATED, for the use and benefit of CINEMATRONICS,
22 INCORPORATED.

23 59. \$3,174,035.59 plus accrued interest has not
24 been paid although demand therefor has been made and there is
25 now due and owing and unpaid as of August 2, 1982, the sum of
26 \$3,174,035.59 plus accrued interest.

27

98

FIFTEENTH CAUSE OF ACTION
AGAINST CINEMATRONICS, INCORPORATED
FOR MONEY LENT

60. Plaintiff incorporates Paragraphs 1 through 5
herein as though fully set forth at length.

61. Within the last two years in San Diego County, California, CINEMATRONICS, INCORPORATED, became indebted to SPNB in the principal amount of Three Million One Hundred Seventy-Four Thousand Thirty-Five and 59/100ths Dollars (\$3,174,035.59) for money lent by SPNB to CINEMATRONICS, INCORPORATED, at its request.

62. Although payment in full has been demanded, there is currently a balance due, owing and unpaid from CINEMATRONICS, INCORPORATED, to SPNB the principal sum of \$3,174,035.59, together with accrued interest from August 2, 1982.

SIXTEENTH CAUSE OF ACTION
AGAINST JIMMIE DALE PIERCE
FOR BREACH OF PROMISSORY NOTE

63. Plaintiff incorporates Paragraphs 1 through 5
herein as though fully set forth at length.

64. On or about April 9, 1982, in San Diego County, California, defendant JIMMIE DALE PIERCE, for valuable consideration, made, executed and delivered to SPNB his promissory note in the amount of Two Hundred Forty-nine Thousand Dollars (\$249,000) payable on demand, or if no demand, on June 8, 1982, with interest from date at the rate of 1.25

1 percent per annum in excess of SPNB's prime rate as said prime
2 rate may change from time to time with any changes in said
3 rate resulting from a change in the prime rate becoming
4 effective on the date of SPNB's prime rate change. A copy of
5 said promissory note is attached hereto as Exhibit "15" and by
6 this reference incorporated herein.

7 65. SPNB is informed and believes that the funds
8 received pursuant to the terms of Exhibit "15" were used
9 entirely for business purposes.

10 66. On July 8, 1982, JIMMIE DALE PIERCE defaulted
11 on said promissory note. Despite SPNB's demand for payment by
12 letter dated August 2, 1982, a copy of which is attached here-
13 to as Exhibit "16" and by this reference incorporated herein,
14 as of the date of the filing of this complaint there remains
15 due and owing the principal sum of \$249,000 plus accrued
16 interest.

17 67. The terms of said promissory note provide that
18 in the event legal action is taken to enforce collection
19 thereof, defendants, and each of them, promise to pay all
20 costs of collection including attorneys' fees incurred in the
21 collection of said promissory note. Plaintiff is and has been
22 required to incur expenses and to employ attorneys to enforce
23 collection of said promissory note, all to the damage of the
24 plaintiff, in an amount currently unascertained. Plaintiff
25 will seek leave of court to amend its complaint to assert
26 those amounts when said amounts become fully known.

27 . . .
28 . . .

1 SEVENTEENTH CAUSE OF ACTION
2 AGAINST JIMMIE DALE PIERCE
3 FOR MONEY HAD AND RECEIVED

4 68. Plaintiff incorporates Paragraphs 1 through 5
5 herein as though fully set forth at length.

6 69. Over a period of time beginning in April 1982
7 and continuing up through and including the present time,
8 JIMMIE DALE PIERCE became indebted to SPNB in the principal
9 sum of Two Hundred Forty-Nine Thousand Dollars (\$249,000) for
10 money had and received from SPNB by JIMMIE DALE PIERCE for his
11 business use and benefit.

12 70. \$249,000 plus accrued interest has not been
13 paid although demand therefor has been made and there is now
14 due and owing and unpaid as of August 2, 1982, the sum of
15 \$249,000 plus accrued interest.

16 EIGHTEENTH CAUSE OF ACTION
17 AGAINST JIMMIE DALE PIERCE
18 FOR MONEY LENT

20 71. Plaintiff incorporates Paragraphs 1 through 5
21 herein as though fully set forth at length.

22 72. Within the last two years in San Diego County,
23 California, JIMMIE DALE PIERCE became indebted to SPNB in the
24 principal amount of Two Hundred Forty-Nine Thousand Dollars
25 (\$249,000) for money lent by SPNB to JIMMIE DALE PIERCE at his
26 request.

27 73. Although payment in full has been demanded,
28 there is currently a balance due, owing and unpaid from JIMMIE

1 DALE PIERCE to SPNB the principal sum of \$249,000, together
2 with accrued interest from August 2, 1982.

NINETEENTH CAUSE OF ACTION
AGAINST SUSANNE C. PIERCE
FOR BREACH OF GUARANTY

14 76. SUSANNE C. PIERCK gave said guaranty in con-
15 sideration of SPNB extending credit to her husband, JIMMIE
16 DALE PIERCE, and to her.

17 77. On or about April 9, 1982, in reliance on the
18 existence of the aforescribed guaranty, SPNB took JIMMIE
19 DALE PIERCE's promissory note for the sum of Two Hundred
20 Forty-Nine Thousand Dollars (\$249,000) and lent said sum to
21 JIMMIE D. PIERCE pursuant to the terms of the promissory note
22 attached hereto as Exhibit "15".

23 78. JIMMIE D. PIERCE has defaulted on said promis-
24 sory note and there is now due and owing to SPNB the principal
25 sum of \$249,000 plus accrued interest.

26 79. The terms of said guaranty provide that in the
27 event legal action is taken to enforce collection thereof,
28 defendants, and each of them, promise to pay all costs of

1 collection including attorneys' fees incurred in the collec-
2 tion of said guaranty. Plaintiff is and has been required to
3 incur expenses and to employ attorneys to enforce collection
4 of said guaranty, all to the damage of the plaintiff, in an
5 amount currently unascertained. Plaintiff will seek leave of
6 court to amend its complaint to assert those amounts when said
7 amounts become fully known.

8
9 WHEREFORE, plaintiff prays for judgment against
10 defendants as follows:

11 1. Against CINEMATRONICS, INCORPORATED, for the
12 sum of Three Million One Hundred Seventy-Four Thousand Thirty-
13 Five and 59/100ths Dollars (\$3,174,035.59) plus accrued
14 interest;

15 2. Against JIMMIK DALE PIERCE and SUSANNE C.
16 PIERCE for the sum of Two Hundred Forty-Nine Thousand Dollars
17 (\$249,000) plus accrued interest;

18 3. For reasonable attorneys fees;

19 4. For costs of suit herein; and

20 5. For such other and further relief as the court
21 may deem appropriate.

22 DATED: August 9, 1982.

23 LILLICK HEDDLE & CHARLES
24 DANIEL C. MINTER

25 By Daniel C. Minter
26

27 Attorneys for Plaintiff
28 SECURITY PACIFIC NATIONAL BANK

(LOANS OF \$200,000 OR LESS)

No. 003399 El Cajon, California February 26, 1982, \$150,000.00
 On demand, if no demand, then on or before May 27, 1982. For value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") or order, at its El Cajon Valley Office in the City of El Cajon, California, One Hundred Fifty Thousand and no/100 * * * * * Dollars with interest from February 26, 1982 at the rate of .75% (See Below) per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 365 day year and actual days elapsed, payable at maturity beginning May 27, 1982. As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest as the principal payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorsers of this note hereby consent to renewals and extensions of time at or after the maturity herein and hereby waive diligence, presentment, protest and demand and notice of every kind and to the full extent permitted by law the right to plead any statute of limitations as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on February 26, 1982 is 16.50%.

1941 Friendship Drive



CINEMATRONICS, INC.

By:

Fred Fukumoto, President

El Cajon, Ca.

110001-101-F PB Straight Note Interest Tied To Prime

EXHIBIT 1-1

(LOANS OF \$200,000 OR LESS)

No. 003412 El Cajon, California March 12, 1982, \$50,000.00
 On demand, if no demand, then on or before June 14, 1982. For value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") or order, at its El Cajon Valley Office in the City of El Cajon, California, Fifty Thousand and no/100 * * * * * Dollars with interest from March 12, 1982 at the rate of .75% (See Below) per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 365 day year and actual days elapsed, payable at maturity beginning June 14, 1982. As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest as the principal payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorsers of this note hereby consent to renewals and extensions of time at or after the maturity herein and hereby waive diligence, presentment, protest and demand and notice of every kind and to the full extent permitted by law the right to plead any statute of limitations as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on March 12, 1982 is 16.50%.

1941 Friendship Drive

El Cajon, California 92020



CINEMATRONICS, INC.

By:

Fred Fukumoto (Title)

110001-101-F PB Straight Note Interest Tied To Prime

EXHIBIT 2-1

(LOANS OF \$200,000 OR LESS)

No. 003413 El Cajon, California March 12, 1982, \$50,000.00
 On demand, if no demand, then on or before June 14, 1982. For value received, the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK, ("Bank") or order, at its El Cajon Valley Office in the City of El Cajon, California, Fifty Thousand and no/100 * * * * * Dollars with interest from March 12, 1982 at the rate of .75% (See Below) per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 365 day year and actual days elapsed, payable at maturity beginning June 14, 1982. As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank, announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest as the principal payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorsers of this note hereby consent to renewals and extensions of time at or after the maturity herein and hereby waive diligence, presentment, protest and demand and notice of every kind and to the full extent permitted by law the right to plead any statute of limitations as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on March 12, 1982 is 16.50%.

1941 Friendship Drive

El Cajon, California 92020



CINEMATRONICS, INC.

By:

Fred Fukumoto (Title)

110001-101-F PB Straight Note Interest Tied To Prime

EXHIBIT 3-1

Cinematronics, Inc.

I wanted on the same date as you do.

EXHIBIT 1-2

NUMBER 003412 | NAME Cinematronic Inc.

I executed on the same date at 10:30 AM.

EXHIBIT 2-2

NUMBER 003413 | NAME CINEMATRONICS, INC.

The undersigned, jointly and severally, guaranteed payment of the amount noted and all obligations, including interest thereon, and in any other contract securing the loan, including principal, interest, and note, and of all expenses of collection thereof, including attorney's fees and costs of all expenses, including attorney's fees incurred in enforcing this guarantee. The **55 COUNTY CLC** fee **firearm**, **guitar**, and the inquirer may make renewals and extensions of time of note and note may change, decrease, increase or otherwise alter any principal, interest, attorney's fees, and note by any extensions or renewals of time, and the Bank may otherwise deal with the maker of the note and the inquirer as it may elect, without notice to the inquirer, regarding the liability of the undersigned. Notice of sale, seizure or garnishment of any demands, garnishments, notices of protest and notices of every kind or nature, including those of any kind, non payment on the part of the maker, the Note, or anyone else, are hereby given and notice of default of the maker, the Bank may, at its option, sue directly and not on or without notice against the undersigned to collect and recover the full amount hereby guaranteed, or any part thereof, and third proceeding against the maker or any other party, or for taking up, setting, or otherwise in possession of, or any removal or alienation thereof. The undersigned hereby waives the giving of any statute of limitations as a defense to the obligation hereunder, to the full extent permitted by law. Any married person who signs this guarantee does that recourse may be had against his or her separate property for all of the obligations

Assessed on the same date as and basis

13

It resulted on the same date as was made.

EXHIBIT 4-2

NUMBER 003434 | NAME Cinematronics Inc.

BUS DATE	DATE	AMOUNT OF NOTE
7-9-82	7	\$391,500.00

I resided on the same date as said note.

سالہ ۱۵-۲

6002655 | Cinematronics Inc.

DATE PAID	DATE	AMOUNT OF NOTE
7-21-82	7-21-82	\$1,259,893.1

Access to the new site is as follows:

116-2

No. 003456

El Cajon

California

April 26

19 82 \$ 557,139.38

On demand, if no demand, on July 26, 1982

for value received the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK ("Bank") for order
 at its El Cajon Valley Office in the City of El Cajon California
 *Five Hundred Fifty Seven Thousand One Hundred Thirty Nine and 38/100 * * * * * Dollars
 with interest from April 26, 1982 at the rate of .75* (see below) per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 360-day year and actual days elapsed, payable at maturity
 beginning July 26 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest as the principal payable on demand. Principal and interest payable in law of the United States. The undersigned further promise to pay all costs of collection including reasonable attorney's fees, incurred in the collection of this note. The makers jointly and severally, ratify and acknowledge this note hereby, consent to renewals and extensions of time at or after the maturity hereof and hereby waive diligence, presentation, protest and demand and notice of every kind and and to the full extent permitted by law the right to plead any statute of limitation as a defense to my demand hereunder or in connection with my security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on April 26, 1982 is 16.50%

1841 Friendship Drive

El Cajon, California 92020



CINERATRONICS, INC.

By: *h. fukumoto*
Fred Fukumoto, President



EXHIBIT 7-1

No. 003461 El Cajon California

April 29

19 82 \$ 299,246.25

On demand, if no demand, on July 28, 1982

for value received the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK ("Bank") for order
 at its El Cajon Valley Office in the City of El Cajon California
 *Two Hundred Ninety Nine Thousand Two hundred Forty Six and 25/100 * * * * * Dollars
 with interest from April 29, 1982 at the rate of .75* (see below) per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 360-day year and actual days elapsed, payable at maturity
 beginning July 28 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest as the principal payable on demand. Principal and interest payable in law of the United States. The undersigned further promise to pay all costs of collection including reasonable attorney's fees, incurred in the collection of this note. The makers jointly and severally, ratify and acknowledge this note hereby, consent to renewals and extensions of time at or after the maturity hereof and hereby waive diligence, presentation, protest and demand and notice of every kind and and to the full extent permitted by law the right to plead any statute of limitation as a defense to my demand hereunder or in connection with my security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on April 29, 1982 is 16.50%

1841 Friendship Drive

El Cajon, California 92020



CINERATRONICS, INC.

By: *h. fukumoto-13*, *h. fukumoto*
Vice Chairman (Title)



EXHIBIT 8-1

No. 003466 El Cajon California

May 3

19 82 \$ 501,295.50

On demand, if no demand, on August 2, 1982

for value received the undersigned jointly and severally promise to pay to SECURITY PACIFIC NATIONAL BANK ("Bank") for order
 at its El Cajon Valley Office in the City of El Cajon California
 *Five Hundred One Thousand Two Hundred Ninety Five and 50/100 * * * * * Dollars
 with interest from May 3, 1982 at the rate of .75* (see below) per cent per annum in excess of the Bank's prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective herein on the effective date of the change in said prime rate, computed on a basis of a 360-day year and actual days elapsed, payable at maturity
 beginning August 2 1982 As used herein, the term "prime rate" shall mean the floating commercial loan rate of the Bank announced from time to time as its "prime rate".

Should interest not be paid when due, it shall thereafter bear like interest as the principal payable on demand. Principal and interest payable in law of the United States. The undersigned further promise to pay all costs of collection including reasonable attorney's fees, incurred in the collection of this note. The makers jointly and severally, ratify and acknowledge this note hereby, consent to renewals and extensions of time at or after the maturity hereof and hereby waive diligence, presentation, protest and demand and notice of every kind and and to the full extent permitted by law the right to plead any statute of limitation as a defense to my demand hereunder or in connection with my security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

*The Bank's prime rate in effect on May 3, 1982 is 16.50%

1841 Friendship Drive

El Cajon, Ca. 92020



CINERATRONICS, INC.

By: *h. fukumoto*
Fred Fukumoto, President



EXHIBIT 9-1

I resided on the same date as said wife

EXHIBIT 7-2

NUMBER 003461 | NAME Cinematronics Inc.

DUE DATE 7-28-82	1 9418	AMOUNT OF NOTE 299,246.2
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executed on the same date as and prior

EXHIBIT 8-2

NUMBER: 003466 | NAME: Cinematronics Inc.

I waited on the same date, it had to be

MILITARY

It occurred on the same date as was noted

INVEST PORTFOLIO	INVEST PORTFOLIO	INVEST PORTFOLIO	INVEST PORTFOLIO	INVEST PORTFOLIO

EXHIBIT 10-2

NUMBER 001418 | NAME Cinertronics Inc

I acted on the same date as and note

DATE PAID	INTEREST	PRINCIPAL	PRINCIPAL BALANCE AFTER PAYMENT
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EXHIBIT 11-2

003697 | 00450
Cinematronics Int.

executed on the same date as said Deed.

42-3

NEGOTIATION ADVICE

SECURITY PACIFIC NATIONAL BANK 
INTERNATIONAL BANKING GROUP

ADVICE OF DEBTY

52 Post Office Box 7037

San Francisco, California (441-3)

Post Office Box 178147
San Diego, California 92117

WE HAVE NEGOTIATED AND WE ACCEPTED A DRAFT FOR YOUR ACC. UNIT UNDER OUR LETTER OF CREDIT NUMBER SD693.

6/8/82	901562	JULY 8 1982	30 DAYS SIGHT	DRAFT AMOUNT 249,100.00
REMARKS EL CAJON VALLEY 423		DISCOUNT		DISCOUNT AMOUNT \$ 0
CINEVATRONICS INC. 1841 FRIENDSHIP DR. EL CAJON, CALIF. 92020		ACCEPTANCE FEE 30	DAYS - 1.5	D.P.A. \$ 311.37
		POSTAGE \$		TOTAL EXPENSES \$
		LAURE \$		
ACCOUNT NUMBER C/L. BR 423 ATTN. J. DALEY		DISCOUNT FEE \$ 0		TOTAL FEE \$ 622.75
DRAFT DRAWN BY JAPAN LEISURE		AMOUNT DRAFTED \$ 249,100.00		
DOCUMENTS ATTACHED OR IN ACCORDANCE WITH REQUESTED		AMOUNT DRAFTED \$ 249,100.00		
COMPL INVOICES	COMPL INVOICES	COMPL INVOICES	AMOUNT \$ 249,100.00	AMOUNT DRAFTED \$ 249,100.00
1	1	1		
OTHER DOCUMENTS ATTACHED		AMOUNT TO BE CHARGED TO ACCOUNT @ SATURDAY US\$249,100.00		TOTAL CREDIT \$ 934.12
CONTINUING SHIPMENT OF MERC. AS PER L/C				
FROM XXXNMX JAPAN 25351	TO TOKYO		SAN DIEGO 5/26/82	PERIODIC AIR FRT.
REMARKS				

PLEASE ACKNOWLEDGE RECEIPT ON THE ATTACHED FORM

PLEASE SIGN AND RETURN ATTA HEADQUARTERS BY RELENTLESSLY KEEPING A COPY IN YOUR FILES IS PRINTED ON THE REVERSE OF THIS PAGE

BY SIGNING THIS AGREEMENT, YOU EXPRESS AN ACCEPTANCE FOR YOUR ACCOUNT. PLEASE NOTE THAT FUND IN COVERS ARE TO BE RELEASED AS AND WHEN REQUESTED THAN THE DAY BEFORE THE EXPIRY DATE, PROVIDED IN ACCORDANCE WITH THE TERMS OF THE SECURITY AGREEMENT.

IN ACCORDANCE WITH THE 1968 TREATY THE 31 ELEMENTS
HAVE BEEN MAILED TO THE UNIVERSITY OF CALIFORNIA
HERE.

SECURITY PACIFIC NATIONAL BANK

· 13-1



SECURITY PACIFIC NATIONAL BANK

HEAD OFFICE & SPECIAL ASSETS DEPARTMENT, 111 SOUTH HOPE STREET, LOS ANGELES

MAILING ADDRESS: P. O. BOX 2027, TERMINAL ANNUAL, LOS ANGELES, CALIFORNIA 90051

August 2, 1982

CERTIFIED MAIL
Return Receipt Requested

Mr. Jim Pierce
Cinematronics, Inc.
1861 Friendship Drive
El Cajon, CA 90020

Ref	Loan Numbers	Balances
	929-608	\$ 58,365.02 *
	929-609	50,000.00 *
	929-610	50,000.00 *
	929-611	50,000.00 *
	929-612	391,500.00 *
	929-613	257,893.13 *
	929-614	557,139.38 *
	929-615	299,246.25 *
	929-616	501,295.50 *
	929-617	249,722.75 *
	929-618	249,722.75 *
	929-619	249,722.75 *
	929-654	249,100.00 *
		<hr/>
		\$3,213,707.53

* (plus accrued interest)

Dear Mr. Pierce:

As you know, the administration of the above referenced loans originally negotiated with our El Cajon Branch, have been transferred to this department for administration. All of the aforesaid notes are on a demand basis, and in particular loan numbers 929-608, 929-609, 929-610, 929-611, 929-612, 929-613, 929-614, 929-615, 929-616, and 929-654 are past due as to

(1)

EXHIBIT 14-1

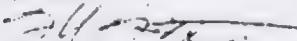
principal and interest. Because of Cinematronics deteriorating financial condition and the past due status of the notes, we have this date exercised a setoff in the amount of \$ 170,957.58 against the matured Certificate of Deposit. Account Number 343-102 Br 423. The setoff satisfies in part the debt owed by Cinematronics.

Below is listed the application of the setoff amount

Interest to 8-2-82	\$ 131,285.64
Principal	<u>39,671.94</u>
	\$ 170,957.58

Demand is hereby made for the remaining unpaid principal balance of \$ 3,174,035.59 plus accrued interest forthwith. Should this demand not be met, we will refer this matter to our attorneys for appropriate action.

Sincerely,



Bruce A. Bates
Assistant Vice President
(213) 611-8292

cc: Regular Mail
Tom Stroud

BAB:pra

EXHIBIT 14-2

003447 El Cajon

1918-1919

April 9

1182 < 249,000,00

003447 El Cajon California
Demand or no demand, on July 8, 1982

with interest from **date** at the rate of **8%** prime rate as said prime rate may change from time to time with any changes in said prime rate becoming effective fifteen (15) days after the date of the change in said prime rate, computed on a basis of a 360-day year and actual days elapsed, payable **at maturity** beginning **April 9, 1982**. As used herein, the term "prime rate" shall mean the floating commercial loan rate the Bank announced from time to time as its "prime rate". *

The Bank's Prime Rate on April 9, 1982, is 10.50%
1325 Windridge Drive

El Cajon, CA 92020

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 Jim D. Pierce

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1.00 ± 10.7% Standard Deviation 1.000000000000000

EXHIBIT 15-1

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993447

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Pierce - Jim B.

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The undersigned, hereby and severally, agrees to pay to the Bank at any time and on any occasion, the principal amount and any and all other amounts, including interest, in amounts less than due, and all other expenses of collection, those of defending attorney's fees and all other expenses including attorney's fees, incurred in enforcing this guarantee. The SCHEDULED PAYMENT, if any, and the maker may make renewals and extensions of time of such note and any such increase, decrease, increase or otherwise alter any principal directly or indirectly, or any original note, or any extension or renewal thereof, and the Bank may otherwise consent with the maker or with any extension or modification as it may elect, shall in no way affect the liability hereunder of the undersigned. Notice of acceptance of this guarantee, as well as all demands, presentations, notices of protest, and notices of every kind or nature, including those of any action or inaction on the part of the maker, the Bank, or anyone else, are hereby waived. Upon any default of the maker, the Bank may, at its option, proceed directly and alone, without notice, against the undersigned to collect and to set the full amount hereby guaranteed, or any portion thereof, without proceeding against the maker. The undersigned, by signing up, settling, or otherwise disposing of, or collecting on, applying, giving, or sending, or by any other means, any amount or any compensation or remuneration therefor, the undersigned hereby waives the pleading of any statute of limitations as a defense to the obligation hereunder, to the full extent permitted by law. Any named person or persons subsequently agrees that recourse may be had against him or her separate property for all of the obligations hereunder.

It resulted on the same date as trial note.

EXHIBIT 15-2



SECURITY PACIFIC NATIONAL BANK

HEAD OFFICE & SPECIAL ASSETS DEPARTMENT, 333 SOUTH HOPE STREET, LOS ANGELES

MAILING ADDRESS: P.O. BOX 2037, TERMINUS ANNEX, LOS ANGELES, CALIFORNIA 90051

August 2, 1982

CERTIFIED MAIL
Return Receipt Requested

Mr. Jim Pierce
1841 Friendship Drive
El Cajon, CA 92020

Re: Unpaid Principal balance
\$ 249,000 *
*(plus accrued interest)

Dear Mr. Pierce:

As you know the administration of the above referenced loan, originally negotiated at our El Cajon Branch, was transferred to this department for administration. The loan is seriously past due; therefore, demand is hereby made for the unpaid balance of \$249,000.00 plus accrued interest forthwith.

Should this demand not be met, we will refer this matter to our attorneys for appropriate action.

Sincerely,

Bruce A. Bates
Bruce A. Bates
Assistant Vice President
(213) 613-8292

cc: Regular Mail

EXHIBIT 16

GENERAL CONTINUING GUARAN

In consideration of any loans or advances by SECURITY FARMERS NATIONAL BANK to defendant.

Jim Pierce

for the forbearance of Bank to sue upon any of the past due debt of Debtor and for other valuable consideration, the undersigned jointly and severally guarantee unto Bank, its successors and assigns, the prompt payment of any and all indebtedness according to the terms thereof, which Debtor may now or at any time hereafter owe to Bank to the extent of, and not exceeding at any one time the principal sum of

Bank is hereby given full power to make advances beyond the principal sum above mentioned and to cancel, release, make any alterations, renewals and extensions of and decrease or increase the amount of principal or interest of such indebtedness as Bank and the Debtor may expressly or impliedly agree upon, or release, decrease, increase, make substitutions of or otherwise alter any collateral or property securing such indebtedness or any part thereof, and otherwise to deal with said Debtor or any endorser or co-guarantor as Bank may elect, without in any way diminishing, releasing or discharging the liability hereunder of the undersigned. Such liability shall be continuing and shall only be affected by the payment to Bank of the full amount of all indebtedness which may now or at any time hereafter be owing from said Debtor to Bank, provided that no payments made by or on behalf of the undersigned to Bank shall be held to discharge or diminish the continuing liability of the undersigned hereinbelow, unless and until written notice is given to Bank that such payments are at the time thereof being made for the purpose of liquidating such liability. The liability of the undersigned is not in consideration of or contingent upon the liability of any other person hereunder or under any similar instrument, and the release or death of or cancellation by any of the undersigned or any signer of a similar instrument shall not act to release or otherwise affect the continuing liability of any other signer hereof.

Notice of acceptance of this guaranty as well as all demands, presentments, notices of protest and notices of every kind or nature, including those of any action or non-action on the part of the Debtor, Bank, or anyone else, are hereby fully waived by the undersigned. Upon default of the Debtor, Bank may, at its option, proceed directly and at once, without notice, against the undersigned, to collect and recover the full amount of the liability hereunder, or any portion thereof, without proceeding against the Debtor or any other person, or foreclosing upon, selling, or otherwise disposing of or collecting or applying any property, real or personal, it may then have as security for such indebtedness. The undersigned hereby waives the right to require Bank to proceed against the Debtor or to pursue any other remedy, waives the right to have the property of the Debtor first applied to the discharge of such indebtedness, and waives the pleading of any statute of limitations as a defense to the obligation hereunder. The undersigned assumes the responsibility for being and keeping themselves informed of the financial condition of Debtor and of all other circumstances bearing upon the risk of nonpayment of the indebtedness which diligent inquiry would reveal and that absent a request for such information by the undersigned, Bank shall have no duty to advise the undersigned of information known to it regarding such condition or any such circumstance. The undersigned acknowledges an understanding of the consequences of all waivers contained herein.

The undersigned further agrees, without demand, immediately to reimburse Bank for all costs and expenses, including attorney's fees, incurred in the enforcement of this guaranty or the collection of such indebtedness.

The word "indebtedness" as used in this warranty is intended to include not only debts voluntarily contracted, principal and interest, but every debt, obligation or liability however arising and whether the same be due or owing absolute or contingent, determined or undetermined, and this warranty shall extend to and cover all renewals and extensions of any claims or demands guaranteed under this instrument. If more than one Debtor is named herein, all provisions hereof, including the maximum sum guaranteed, shall apply to each and every such Debtor.

If any indebtedness of Debtor to Bank is secured by deed of trust or other interest in real property, the undersigned expressly waives any defenses or benefits available to the undersigned as a result of the exercise of non-judicial or judicial remedies against Debtor or Debtor's real or personal property and further expressly waives any defenses or benefits arising out of any impairment of the undersigned's right of subrogation against Debtor or Debtor's real or personal property.

This guaranty is assignable with any one or several or all of the indebtedness and principal obligations which it guarantees, and when so assigned the undersigned shall be bound as above to the transferees.

This guaranty contains the entire guaranty agreement between the undersigned and Bank, supersedes any other guaranty agreement between the undersigned and Bank and the provisions hereof may be modified, altered or amended only by written agreement signed by the undersigned and Bank.

Any married person who signs this guaranty hereby expressly agrees that recourse may be had against that person's separate property for all of that person's obligations or liabilities under this guaranty.

Unit Area 9

14 82

S. C. W. Pierce

EXHIBIT 17